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**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

LORI KLEIMAN, an individual, ) Case No.: CV 12-9729 CAS (AJWx)  
Plaintiff, )  
v. )  
EQUABLE ASCENT FINANCIAL )  
LLC, et al., )  
Defendants. )  
)

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It is stipulated by and between Plaintiff Lori Kleiman and Defendant CREDITOR IUSTUS ET REMEDIUM, LLP (“Defendant”) that these parties have settled the matter between as outlined below.

I.

**NOTICE OF CONDITIONAL SETTLEMENT**

Plaintiff and Defendant agree that the Court shall vacate the upcoming Settlement Conference and Trial dates and retain jurisdiction in the event of Defendant’s default of the

1 settlement agreement. In the event of a default in payments, it is agreed that the Court, at the  
2 request of Plaintiff, may enter judgment in the amounts outlined in Paragraph V, with ten  
3 days' notice to the Defendants.

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5 **II.**

6 **STATUTE OF LIMITATIONS**

7 The parties to this stipulation waive all statutes of limitations and any other legal  
8 impediment or bar to this Court taking jurisdiction again of this case under the circumstances  
9 set forth above.

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11 **III.**

12 **STIPULATED AMOUNT AND METHOD OF REPAYMENT**

13 Defendant shall pay \$17,566.66 to Plaintiff, care of her attorneys' client trust account,  
14 in five monthly installments of at least \$3,513.33 beginning February 15, 2014 and  
15 continuing to June 15, 2014 ("Settlement Amount").

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17 **IV.**

18 **FULL PAYMENT OF STIPULATED JUDGMENT**

19 Upon completion of the full payment of the Settlement Amount, Plaintiff will submit  
20 to the court its joint motion for dismissal with prejudice as to this action.

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22 **V.**

23 **DEFAULT IN REPAYMENT TERMS AND AMOUNT OF JUDGMENT**

24 In the event Defendant fails to timely make any payment pursuant to this agreement,  
25 and upon declaration of Plaintiff's attorney regarding said default, the Court shall enter a  
26 judgment in favor of Plaintiff and against Defendant, in the amount of the Settlement  
27 Amount less any credits for payments received.

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In the event of default Defendant shall be provided ten days' notice prior to Plaintiff

1 requesting the entry of judgment.

2 Respectfully submitted,

3  
4 Date: January 13, 2014

/s/Octavio Cardona-Loya II .

5 Octavio Cardona-Loya II,  
6 Attorney for Plaintiff

7 Date: January 13, 2014

/s/Tara Muren .

8 Tara Muren,  
9 Attorney for Defendant CREDITOR IUSTUS ET  
10 REMEDIUM, LLP

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